

DEPARTMENT OF PERSONNEL ADMINISTRATION**LABOR RELATIONS DIVISION**

1515 "S" STREET, NORTH BUILDING, SUITE 400
SACRAMENTO, CA 95811-7258



September 18, 2007

Gregg McLean Adam, Esq.
Carroll, Burdick & McDonough, LLP
44 Montgomery, Suite 400
San Francisco, CA 94104-4606

Mike Jimenez
President
CCPOA
755 Riverpoint Dr., Suite 200
West Sacramento, CA 95841

Steve Weiss
Chief of Labor Relations
CCPOA
755 Riverpoint Dr., Suite 200
West Sacramento, CA 95841

Chuck Alexander
Executive Vice President
CCPOA
755 Riverpoint Dr., Suite 200
West Sacramento, CA 95841

Dear Messrs. Adam, Jimenez, Weiss and Alexander:

On August 22, 2007, the State of California (State) provided a package offer to you. We received the California Correctional Peace Officer Association's (CCPOA's) rejection of this offer on September 5, 2007. The State modified its August 22, 2007, offer only slightly and provided its resulting last, best and final offer to CCPOA on September 12, 2007. The State informed CCPOA that it would have until the close of business on September 17, 2007, to consider this final package offer, which consisted largely of proposals with which CCPOA is familiar and has seen on numerous occasions throughout the past year-plus of negotiations. The State received CCPOA's rejection of its last, best and final offer on September 17, 2007.

Pursuant to the Ralph C. Dills Act, Government Code Section 3517.8, the State is exercising its right to implement all three years of its last, best and final offer as indicated in the attached table and subject to Legislative funding of expenditures. The State intends the transition from operating under a memorandum of understanding to operating under the State's implementation will be as seamless as possible.

In the absence of a contract, union paid leave, among other things, no longer exists as the parties have previously understood it. To the extent that the union executive leadership desires to remain off work (outside of an institution/facility), please contact me no later than close of business on September 25, 2007, to discuss how this could be accomplished extra-contractually. Release Time Bank, however, will continue consistent with the terms and conditions of the July 1, 2008, Stipulated Settlement (Case # 05AS05470).

Sincerely,

A handwritten signature in black ink, appearing to read 'Julie Chapman', with a long, sweeping horizontal line extending to the right.

Julie Chapman
Deputy Director Labor Relations

Attachment

BU 6 - IMPLEMENTATION PLAN**September 18, 2007**(Only the items listed below from the
State's LBF are being implemented)

Article		Changes
ARTICLE 1: RECOGNITION		
1.01	Recognition	None
ARTICLE 2: CCPOA REPRESENTATION RIGHTS		
2.09	Questionnaires	None
2.10	Representation on Committees	None
ARTICLE 4: STATE'S RIGHTS		
4.02	Employee Services	None
4.03	State-Owned Housing	None
ARTICLE 5: GENERAL PROVISIONS		
5.05	Quarterly Labor-Management Meetings	None
ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE		
6.01	Purpose	None
6.025	State Personnel Board Jurisdiction	None
6.03	Time Limits	Yes
6.035	Agreement not to Abuse Grievance and Arbitration Procedures	Yes
6.04	Freezing of Grievances	Yes
6.045	Mutual Elevation	Yes
6.047	Remand	Yes
6.05	Presentation	Yes
6.06	Employee Rights	Yes
6.07	Informal Discussion — Step 1	None
6.08	Written Grievances	Yes
6.085	Written Grievance and Initial Appeal — Step 2	Yes
6.09	Appeal — Step 3	Yes
6.10	Appeal — Step 4	Yes
ARTICLE 7 - HEALTH AND SAFETY		
7.01	Health and Safety Committee	None
7.02	Emergency Care	None
7.03	Report of Injury	None
7.04	Referral of Staff Assaults	None
7.05	Safety Equipment (Institutions & Camps)	None
7.06	Safety Equipment (Escapes and Escorts)	None
ARTICLE 8 - TRAINING AND CAREER DEVELOPMENT		
8.01	Out Service Training	None
8.02	Release Time for State Civil Service Examinations & Interviews	None
8.03	Joint Apprenticeship and Training Committee (JATC)	None
8.04	Research Projects	None
8.05	7k Training Program	None
8.06	Class B Driver's License	None
8.XX	Management Apprenticeship Committee	Yes

Any provision of the expired MOU that has terminated by virtue of implementation, referenced in an implemented term, such as any variation of the entire agreement requirements or arbitration, is no longer operable or applicable.

BU 6 - IMPLEMENTATION PLAN**September 18, 2007**(Only the items listed below from the
State's LBF are being implemented)

Article		Changes
ARTICLE 9 - GENERAL PERSONNEL		
9.01	Probation and Annual Performance Reports	None
9.02	Supervisory File	None
9.03	Location of, and Employee Access to, Files	None
9.04	Access and/or Release of Employee Files to Nondepartmental Persons	None
9.05	Letters of Instruction/Work Improvement Discussions	None
9.06	Adverse Action and Citizen Complaint Documents	None
9.07	Out-of-Classification Assignments	None
9.08	Classification Proposals	None
9.09	Personnel Investigations	None
9.10	Requests for Reinstatement After AWOL Separation	None
9.11	Peace Officer Bill of Rights	None
9.13	Substance Abuse — Reasonable Suspicion Testing	None
9.14	Random Substance Testing Program	None
9.15	Disciplinary Process	None
9.16	Course and Scope Protection - Defense in Civil and Criminal Actions	None
ARTICLE 10 - LEAVES		
10.01	Vacation Leave	None
10.02	Sick Leave	Yes
10.03	Enhanced Industrial Disability Leave (EIDL)	None
10.04	Disability Retirement Allowance	None
10.05	Peace Officer/Firefighter Retirement Plan	None
10.06	Parental Leave	None
10.07	Bereavement Leave	None
10.08	Unpaid Leaves of Absence	None
10.09	Jury Duty	None
10.10	Court Appearances	None
10.11	Holidays	None
10.12	Subpoena	None
10.15	Catastrophic Time Bank	None
10.16	Youth Correctional Counselor Officer Use of Leave Credits	None
10.17	Absences For Duty in Uniformed Services; Appendix Item # 7	None
10.18	Annual Leave - Enhanced NDI	None
10.19	Transfer of Leave Credits Between Family Members	None
ARTICLE 11 - HOURS OF WORK AND OVERTIME		
11.01	Shift and/or Assignment Changes	None
11.03	Continuous Hours of Work/Dead Time	None
11.04	Exchange of Days Off — Shift Assignment (Mutual Swaps)	None
11.05	Overtime Checks	None
11.06	Unused CTO	None

Any provision of the expired MOU that has terminated by virtue of implementation, referenced in an implemented term, such as any variation of the entire agreement requirements or arbitration, is no longer operable or applicable.

BU 6 - IMPLEMENTATION PLAN**September 18, 2007**(Only the items listed below from the
State's LBF are being implemented)

Article		Changes
11.07	IST Overtime	None
11.08	Overtime	Yes
11.09	Reduced Work Time	None
11.10	Definition of Third Watch	None
11.11	7k Exemption	None
11.12	Priority Time Off Requests	None
11.13	Callback Time	None
11.XX	Meal Periods (from 11.08 ¶A)	None
11.XX	Business Calls (from 11.08 ¶A)	None
ARTICLE 12 - TRANSFER, SENIORITY, OVERTIME AND LAYOFF		
12.01	Seniority	None
12.02	Permanent Involuntary Transfer by Inverse Seniority	None
12.03	Temporary Involuntary Reassignments and Transfers	None
12.04	Employee Requested Transfers Between Appointing Authorities	Yes
12.05	Voluntary Overtime By Seniority	None
12.06	Involuntary Overtime By Inverse Seniority	None
12.07	PPPA (Post and Bid)	Yes
12.08	Layoff and Reemployment	None
ARTICLE 13 - HEALTH AND WELFARE		
13.01	Health Benefit Plan	Yes
13.02	Dental/Vision ERISA Trust	None
13.03	Employee Assistance Program	None
13.04	Flexible Benefit Program	None
13.05	Long-Term Care Insurance Plans	None
13.06	Industrial Disability Leave	None
13.07	Alternate Pre-Retirement Death Benefit	None
13.08	Member Retirement Contribution Rate for Peace Officers	None
13.09	Survivors' Benefits	None
13.10	Rural Subsidy Program	None
13.11	Benefit Trust Contributions	None
ARTICLE 14 - ALLOWANCES AND REIMBURSEMENTS		
14.01	Business and Travel	Yes
14.02	Overtime Meal Benefits and Allowances	None
14.03	Moving and Relocation Expenses	None
14.04	Uniform/Uniform Accessories Replacement Allowance	Yes
14.05	Badges	None
14.06	Replacement of Damaged Personal Clothing and/or Articles	None
14.07	Commute Program	None
ARTICLE 15 - SALARIES		
15.01	Salaries	Yes

Any provision of the expired MOU that has terminated by virtue of implementation, referenced in an implemented term, such as any variation of the entire agreement requirements or arbitration, is no longer operable or applicable.

BU 6 - IMPLEMENTATION PLAN**September 18, 2007**(Only the items listed below from the
State's LBF are being implemented)

Article		Changes
15.02	Recruitment Incentive	Yes
15.03	Merit Salary Adjustments	None
15.04	Employer Paid Retirement Contributions	None
15.05	Flight Pay	None
15.06	Bilingual/Sign Language Pay	None
15.07	Physical Fitness Incentive Pay	None
15.08	Night Shift Differential/Weekend Differential	Yes
15.09	K-9 Duty Compensation and Overtime	None
15.10	401k Plan	None
15.11	Salary Definitions	None
15.12	Overpayments/Payroll Errors (Accounts Receivable)	None
15.13	Recruitment — Avenal, Ironwood, Chuckawalla Valley, Calipatria, and	Yes
15.14	Personal Leave Program	None
15.15	Senior Peace Officer Pay Differential	None
15.16	Correctional Officer Cadet Pay	None
15.17	Educational Incentive Pay	None
15.18	Defined Contribution Plan (POFF II)	None
15.19	7k Compensation	None
15.20	Tax Deferral of Lump Sum Leave Cash Out Upon Separation	None
15.xx	New Recruit Program	Yes
ARTICLE 16 - GENERAL MISCELLANEOUS — ALL CLASSIFICATIONS		
16.01	Employee Suggestions	None
16.02	Gun Lockers and State Firing Ranges	None
16.03	Early Intervention Program/Work Injuries	None
16.05	Post Orders/Duty Statements	None
16.07	DJJ, Adult and DMH Information Documentation	None
ARTICLE 17 - INSTITUTIONAL FIRE CAPTAINS		
17.01	FIRE CAPTAIN TRAINING	None
17.02	FIRE CAPTAIN HOURS OF WORK AND COMPENSATION	None
17.03	FIRE CAPTAIN EMERGENCY RESPONSE VEHICLES	None
17.04	FIRE CAPTAIN SAFETY EQUIPMENT	None
17.05	FIRE CAPTAIN TRAINING COMMITTEE	None
17.06	FIRE CAPTAIN LICENSE RENEWAL	None
17.08	FIRE CAPTAIN PHYSICAL FITNESS	None
17.09	FIRE CAPTAIN FACILITIES	None
17.10	FIRE CAPTAIN VACATION LEAVE	None
17.11	FIRE CAPTAIN SICK LEAVE	None
17.12	FIRE CAPTAIN HOLIDAYS	None
17.13	FIRE CAPTAIN CONTINUOUS HOURS OF WORK	None
17.14	TRAINING ENHANCEMENT	None

Any provision of the expired MOU that has terminated by virtue of implementation, referenced in an implemented term, such as any variation of the entire agreement requirements or arbitration, is no longer operable or applicable.

BU 6 - IMPLEMENTATION PLAN**September 18, 2007**(Only the items listed below from the
State's LBF are being implemented)

Article		Changes
17.15	FIRE CAPTAIN ANNUAL LEAVE ACCRUAL RATE	None
ARTICLE 18 - DJJ FIELD PAROLES		
18.01	DJJ FIELD PAROLE AGENT SAFETY EQUIPMENT AND PROCEDURES	None
18.02	DJJ FIELD PAROLE AGENT TRAINING	None
18.03	DJJ FIELD PAROLE AGENT, YOPB BOARD COORDINATING PAROLE	None
18.04	DJJ FIELD PAROLE AGENT WORKLOAD	None
ARTICLE 19 - ADULT PAROLE AGENTS		
19.01	ADULT PAROLE AGENT SAFETY EQUIPMENT AND PROCEDURES	None
19.02	ADULT PAROLE AGENT TRAINING	None
19.03	ADULT PAROLE AGENT WORK WEEK	None
19.04	ADULT PAROLE AGENT STANDBY	None
19.05	ADULT PAROLE AGENT CASELOAD AUDITS	None
19.07	ADULT PAROLE AGENT'S USE OF STATE VEHICLES	None
ARTICLE 20 - CORRECTIONAL COUNSELORS I		
20.01	CORRECTIONAL COUNSELOR WORK HOURS	None
20.02	CORRECTIONAL COUNSELOR WORKLOAD	None
20.03	POST AND BID BY SENIORITY FOR CCI'S	None
ARTICLE 21 - MEDICAL TECHNICAL ASSISTANTS		
21.03	MTA (DMH) PROGRAM	None
21.04	MTA (CYA) PROGRAM	None
21.05	MTA CERTIFICATION AND LICENSE RENEWAL	None
21.06	MTA PPPA	None
ARTICLE 22 - DJJ INSTITUTIONAL PAROLE AGENTS/CASEWORK SPECIALISTS		
22.01	DJJ IPA AND CASEWORK SPECIALIST WORK HOURS	None
22.02	DJJ IPA/CASEWORK SPECIALIST ORIENTATION	None
22.03	DJJ IPA/CASEWORK SPECIALIST WORKLOAD	None
ARTICLE 23 - TRANSPORTATION UNITS		
23.01	ADULT/DJJ TRANSPORTING OFFICER'S HOURS	None
ARTICLE 24 - DJJ YOUTH CORRECTIONAL COUNSELORS AND YOUTH CORRECTIONAL OFFICERS		
24.01	CYA LIVING UNIT	None
24.02	YOUTH CORRECTIONAL COUNSELORS/SHIFT DUTIES	None
24.03	YOUTH CORRECTIONAL COUNSELOR WORKLOAD	None
24.05	DJJ YCC PREFERRED WATCH/REGULAR DAYS OFF BY SENIORITY	Yes
24.06	YOUTH CORRECTIONAL COUNSELOR VOLUNTARY DEMOTION	None
24.07	DJJ INCIDENT DEBRIEFING	None
24.08	PIE USAGE BEHIND YOUTH CORRECTIONAL COUNSELORS	None
24.09	POST ASSIGNMENT BY SENIORITY FOR YOUTH CORRECTIONAL	None
ARTICLE 25 - CAMPS		
25.01	ADULT/DJJ CAMP FILES	None
25.02	ADULT CONTINUOUS HOURS OF WORK/DEAD TIME/EMERGENCIES	None

Any provision of the expired MOU that has terminated by virtue of implementation, referenced in an implemented term, such as any variation of the entire agreement requirements or arbitration, is no longer operable or applicable.

BU 6 - IMPLEMENTATION PLAN**September 18, 2007**(Only the items listed below from the
State's LBF are being implemented)

Article		Changes
ARTICLE 26 - PERMANENT INTERMITTENT APPOINTMENTS		
26.01	PERMANENT INTERMITTENT APPOINTMENTS	None
26.02	MINIMUM WORK TIME FOR INTERMITTENT EMPLOYEES	None
APPENDIX		
1	Addendum To 6.07 B.	None
2	Addendum To Section 6.08 C.	None
3	Addendum To Section 9.13 C.4.	None
4	Addendum To Section 19.02 B.	None
5	Addendum To Section 18.01	None
6	Addendum To Section 9.13	None
7	Addendum To Section 10.17	None
9	Witness Admonishment	None
10	Addendum To Section 13.01	None
13	Addendum To Section 11.11	None
SIDELETTERS		
4	REGARDING 10.02 AND 15.12 - 998 AGREEMENT	Yes
13	REGARDING SECTION 18.04 - DJJ PA WORKLOAD	None
17	REGARDING MTA WATCH/REGULAR DAYS OFF PREFERENCE	None
19	REGARDING SECTION 12.04 ADULT/DIVISION OF ADULT PAROLE OPERATIONS (DAPO) TRANSFERS	None

Any provision of the expired MOU that has terminated by virtue of implementation, referenced in an implemented term, such as any variation of the entire agreement requirements or arbitration, is no longer operable or applicable.